

RESOLUTION 89-1

TO APPROVE AN AMENDED INTERLOCAL COOPERATION AGREEMENT  
AMONG THE CITY OF BLOOMINGTON, MONROE COUNTY AND PARK 48, INC.  
FOR DEVELOPMENT IMPROVEMENTS

WHEREAS, in Resolution 88-7 the Bloomington Common Council appropriated funds to provide building materials and labor costs for construction of a sewer line to the property commonly known as the Kennedy Farm; and

WHEREAS, in Resolution 88-21 the City contracted with Monroe County and Park 48, Inc., under the authority of I.C. 36-1-7-2, to provide these infrastructure improvements; and

WHEREAS, the Agreement authorized by Resolution 88-21 needs to be amended to include the ST-Semiconductors project in the Agreement; and

WHEREAS, amendment of this Agreement in no way increases the City's financial commitments;


NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

The Amended Interlocal Cooperation Agreement among the City of Bloomington, Monroe County and Park 48, Inc. for Development Improvements, a copy of which is attached hereto and made a part hereof, is hereby approved, and the Mayor and the Bloomington Common Council President are hereby authorized to execute this agreement on behalf of the City of Bloomington.


PASSED and ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 18 day of January, 1989.

  
JAMES C. REGESTER, President  
Bloomington Common Council

SIGNED and APPROVED by me upon this 23 day of January, 1989.

  
TOMILEA ALLISON, Mayor  
City of Bloomington

ATTEST:

  
PATRICIA WILLIAMS, Clerk  
City of Bloomington

SYNOPSIS

This resolution authorizes the Mayor and Common Council President to execute the Amended Interlocal Cooperation Agreement among the City of Bloomington, Monroe County and Park 48, Inc. for Development Improvements to the property commonly known as the Kennedy Farm. The Agreement needs to be amended to include the ST-Semiconductors project, but this amendment does not increase the City's financial commitments.

*Signed copies to*

*Legal*

*Redevelopment*

*Public Works (per S. Montgomery)*

*County (per S. Montgomery)*

AMENDED AND FURTHER  
INTERLOCAL COOPERATION AGREEMENT  
FOR DEVELOPMENT IMPROVEMENTS BETWEEN  
MONROE COUNTY, THE CITY OF BLOOMINGTON AND  
PARK 48, INC.

This Agreement is made and entered into on July 19, 1988, and amended on Jan 18, 1989, by and between the Bloomington, Indiana Common Council and the Mayor of Bloomington, Indiana (hereinafter referred to collectively as "City"), the Monroe County, Indiana Council and the Monroe County, Indiana Commissioners (hereinafter referred to collectively as "County") and Park 48, Inc. (hereinafter referred to as "Developer"), witnesseth:

WHEREAS, the developer has proposed to construct an industrial park at the site popularly known as the Kennedy Farm, located on State Road 48 West of Curry Pike; and

WHEREAS, the County has jurisdiction other than planning and zoning jurisdiction in this area; and

WHEREAS, there is a need to improve the infrastructure serving this industrial land; and

WHEREAS, the improvement of the infrastructure will promote economic development; and

WHEREAS, such improvement is in the best interests of the City, County and proposed employers in this area; and

WHEREAS, the City and County have authority to enter into interlocal cooperation agreements pursuant to Ind. Code 36-1-7-1 et seq, for the improvement of this property, and the developer has expressed interest in assisting in the improvement of this property;

NOW, THEREFORE, in consideration of the mutual benefit of the project for all parties and proposed employers for the area, the City, the County, and the Developer agree as follows:

(A) The Agreement shall remain in full force and effect from the date of signing until completion of the construction work which is the subject of this Agreement.

(B) The Agreement will be terminated upon failure of the County to receive the grant monies from the Indiana Department of Commerce Industrial Development Infrastructure Program. The Agreement may also be terminated or amended with the consent of all parties. Failure of ST-Semiconductors, Incorporated to locate its facility upon the property will also cause termination.

(C) (1) The City agrees to pay up to \$150,000.00 from the special Non-Reverting Improvement Fund for building materials and labor costs for the construction of a sewer line (lift station and force main) on State Road 48 from Wayne's Lane to a point 2300 feet west of Wayne's Lane. The City will also pay for its share of the topographic survey.

(2) The Utilities Department of the City will fund construction and design of a force main and lift station, and will be reimbursed by the Westside Development Fund.

(D) (1) The County agrees to contribute toward the Tree of Life Project:

(a) up to two hundred fifty thousand dollars (\$250,000.00) for the construction of onsite infrastructure improvements and on-site topographic survey towards the Tree of Life Project; and

(b) eight thousand dollars (\$8,000.00) for the writing and administration of the IDIP Grant; and

(c) eighteen hundred dollars (\$1,800.00) for environmental review activities which are required by the Grant and which have not been previously performed by the Developer; and

(2) The County agrees to contribute toward the ST-Semiconductors Project:

(a) up to two hundred fifty thousand dollars (\$250,000.00) for the construction of onsite infrastructure improvements and onsite topographic survey; and

(b) eight thousand dollars (\$8,000.00) for the writing and administration of the IDIP grant; and

(c) fifteen hundred dollars (\$1,500.00) for environmental review activities which are required by the Grant and which have not been previously performed by the Developer; and

(3) The County's contributions shall be taken solely from grant funds placed in the Monroe County Industrial Infrastructure Development Fund through the Indiana Industrial Development Infrastructure Program (IDIP). The County's contribution obligations are contingent on the receipt of IDIP funding for the Kennedy Farm Industrial Park Development.

(E) (1) The Developer agrees to pay the on-site engineering costs for completion of the project.

(2) The Developer will also pay for handling environment impact questions related to site and soil and required by the lender, and will share that information with the County, and for on-site sewer and water costs, and on-site topographic survey to the extent that the County's contribution does not cover.

(F) (1) The City, County, and Developer mutually agree that additional grant fundings for public infrastructure improvements to Park 48, including, but not limited to, looping of the City water main, will be pursued through the Economic Development Administration of the United States Department of Commerce.

(2) The aforementioned three parties mutually agree to produce in a timely manner all necessary requested documentation needed for such grant application.

(3) The County and the Developer mutually agree to negotiate a shared cost of an overall economic development program (OEDP) plan, if such is necessary.

(4) The County and the Developer further agree that the consulting fees for an unsuccessful or a successful application shall be borne by, and payable by, the Developer.

(G) The City and County mutually agree:

(1) To provide for traffic rerouting and control while construction work unavoidably interferes with its normal flow.

(2) To provide all necessary drawings and specifications for the approval of the City and County Engineers, and to secure all necessary permits and licenses for such work.

(3) To provide competent and adequate engineering and inspection services to insure the performance of the work in accordance with the construction plans and specifications.

(H) It is mutually agreed:


(1) Nothing herein contained shall be construed to obligate the City or the County to expend funds until appropriation and allocation are authorized for the work.

(2) Nothing herein contained shall be construed to obligate the City or County to expend funds until the developer has finalized its Agreement with Tree of Life, Incorporated, and St-Semiconductors, Inc.

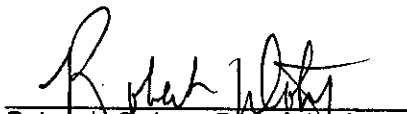
(3) The completion of work related to Tree of Life, Inc. will be finished on or before March 1, 1989. The remainder of work will be finished on or before July 1, 1989.

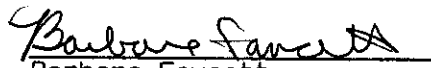
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

DEVELOPERS

  
Terry Tobely, Port 48, Inc.


MONROE COUNTY  
MONROE COUNTY COMMISSIONERS

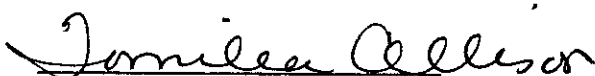
  
Robert Doty, President

  
Barbara Fawcett


  
Phillip Rogers


CITY OF BLOOMINGTON


  
James Regester, President  
Bloomington Common Council

  
Tomilea Allison, Mayor

BOARD OF PUBLIC WORKS

  
Frank Hrisomalos, President

  
Tobiatha Eagleson

  
Martha Sims